

COPY

ADDENDUM #1 TO AGREEMENT FOR SPRINT LIGHTLINK SERVICE

THIS ADDENDUM #1 modifies and amends the Agreement for Sprint Lightlink Service dated March 27, 1995 (the "WAN Agreement"), by and between Central Telephone Company of Virginia, a Virginia corporation ("Sprint-Centel") and the County of Albemarle, Virginia (the "County").

1. Internet Service: Sprint agrees to provide direct Internet service to County government and the County School Division on the date mutually agreeable to the parties at the following costs:

(a) Direct T-1 Internet service to the County Office Building ("COB") for a \$1,100.00 one-time charge and a monthly service fee of \$1,350.00.

(b) T-1 (1.544 Mbps) connection from the COB to Sprint-Centel will be provided pursuant to the WAN Agreement for a \$225.00 one-time charge and a monthly service fee of \$143.00 per month.

(c) The parties agree that the direct T-1 Internet service shall include, at no extra cost or expense to the County, 4 class C licenses; continued use of the same domain names as are now being used by the County; and prompt on-site support to maintain Internet services according to the same response time parameters set forth in Section 6 of the WAN Agreement.

(d) It is understood that billing of these charges shall not commence until Internet services are fully operational.

2. Best Pricing. The "best pricing" set forth in Section 1(o) of the WAN Agreement shall apply to the provision of services described in this Addendum.

3. Reduction in Charges. Once the County converts its production Internet Service Provider to Sprint-Centel, the County shall be relieved of all obligations and liabilities, including

but not limited to monthly and termination charges, applicable to the site identified as the "UVA VL Center," which was one of the 28 original facilities served by the WAN Agreement.

4. Effect on Agreement. The parties hereto agree that, except as modified herein, the WAN Agreement continues to be valid and in full force and effect, unless the parties hereto agree otherwise.

Dated: 4/25/97

CENTRAL TELEPHONE COMPANY OF VIRGINIA

By: Walt Kern

Dated: 4/29/1997

COUNTY OF ALBEMARLE, VIRGINIA

By: R. Edul Kooze

Legal Review conducted:

Approved as to Form:

[Signature]
Albemarle County Attorney

sprint.ad1



COPY

COUNTY OF ALBEMARLE
Department of Information Services
401 McIntire Road
Charlottesville, Virginia 22902
Telephone (804) 296-5814
Fax (804) 972-4062

MEMORANDUM

TO: ✓ Rick Huff, Deputy County Executive
✓ Frank Morgan, Assistant Superintendent, Support Services
FROM: Fred Kruger, Director of Information Services *Fred Kruger*
RE: Approval for long term extension of the WAN Agreement
DATE: 11/16/1998

Information Services has been negotiating with Sprint-Centel to reduce the cost for the WAN (Wide Area Network). These efforts have provided a great opportunity based upon a long term extension of this agreement. The purpose of this memorandum is to obtain your approval for modifying the WAN agreement ("Agreement for Sprint Lightlink Service") to extend it through 06/30/2009. Please note that the current WAN master agreement allows for extension for five (5) years from the end of the current expiration date (03/27/2000) through 03/27/2005.

By extending the WAN agreement through 06/30/2009, Sprint-Centel would reduce the monthly per site rate from \$776 to \$250. The total annual WAN cost for all 28 sites including the 26 School sites (24 schools, Building Services and Transportation) and 2 County sites (the County Office Building and the Courthouse Complex) would decrease from \$260,736 to \$84,000. The effective date of this addendum is 12/01/1998.

By making this change on this date, Information Services reduces FY 1998-1999 expenses by \$95,732 in its School budget and \$7,364 in its General Government (County) budget.

The addendum to the agreement provides:

1. A strengthened fiscal funding clause;
2. Options for upgrading to higher speed technologies via payment for the non-recurring charges while maintaining the new per site rate; and,
3. Options for adding sites to the agreement under the new per site rate via payment for equipment and any new fiber ring required by the new site(s).

The changes in the WAN agreement provides financial advantages, protection for the future and opens up strong expansion possibilities for the entire County. Please indicate your support of these changes by signing and dating below.

If you have any questions, please do not hesitate calling me.

We understand the changes made to the WAN agreement and the new long term extension of the agreement through 06/30/2009. By signing this memorandum, we provide our approval for these changes.

x Richard E Huff x 11/16/98
Richard E. Huff, II Date
Deputy County Executive

x Frank Morgan x 11/17/98
Frank Morgan Date
Assistant Superintendent, Support Services

ATTACHMENT: Copy of "Addendum to the Sprint Lightlink Service"

COPIES: Mark Trank, Deputy County Attorney
Ed Koonce, Chief of Financial Management
Fred Schubert, Deputy Director of Information Services
Becky Fisher, Manager of School Technology Support
Jon Wells, Manager of Applications

Approved as to form:

ATTACHMENT "A"

To the addendum for the Lightlink Agreement

Page 1

**Number 97-2039 between The County of Albemarle and
Central Telephone Company of Virginia**

1. Term

A. This is to modify customer's option as described in Item 3(d) of the Master Agreement, to extend the contract period by Ten (10) Years Seven (7) Months effective 12/1/1998 at the monthly rate of \$250.00 per site. This will be for the Dual Laser Option (DLO) of the 10 Mbps Ethernet system that is now in place for the existing Twenty- Eight (28) locations.

2. Technology Upgrade Clause

A. Whereby the customer may elect to upgrade services to a higher speed during this period (which ends 6/30/2009) or Ten (10) years Seven (7) months from 12/1/1998 , subject to the following conditions:

1. The upgrade service for the Albemarle County Wide Area Network will remain with Central Telephone Company of Virginia during the extension period unless the Agreement or any extension thereof is terminated in accordance with Section 4 ("Termination"), or unless the parties agree otherwise.

2. The upgrade service will be subject to non-recurring charges as agreed to by both the County and Central Telephone Company of Virginia.

3. Pricing

A. As agreed in 1(j) of the Master Agreement additional sites can be added, however, with this Addendum it is agreed, that the monthly rate for new sites will be:

1. At the original monthly rate of \$776.00 per DLO site or,
2. The County may elect to buy down up front the equipment at the then current sale price, to maintain the monthly rate of \$250.00 for each new site(s). If a new fiber ring has to be established for the new site, that cost will also be included in the buy down rate.

4. Termination

A. Delete section 4 of original agreement substituting the following language in its place.

1. This Agreement is subject to annual funding by the Board of Supervisors of the County of Albemarle, Virginia for the services and work specified hereafter. In the event the Board of Supervisors fails to appropriate the funds necessary to perform the services and work specified in this Agreement and other contract documents, this Agreement shall be deemed canceled, with no penalty or liability to the County, and of no effect, provided written notice of such cancellation is given to Central Telephone Company of Virginia by the County. In the event that this Agreement is canceled for the reasons set forth in this paragraph, Central Telephone Company will be reimbursed only for the reasonable value of all work actually performed or services rendered pursuant to the Agreement as of the date of cancellation, but in no case shall Central Telephone Company of Virginia be entitled to recover for lost profits, consequential or any other damages of any kind, or any other costs or expenses whatsoever.



SPRINT ADDENDUM

AGREEMENT NUMBER 97-2039R4
AGREEMENT TERM 60
ADDENDUM NUMBER 4

WITNESSETH:

Whereas, the parties wish to amend that certain Master Agreement* ("AGREEMENT") dat MARCH 27 1995
and between CENTRAL TELEPHONE COMPANY OF VIRGINIA (herein "COMPANY") and
COUNTY OF ALBEMARLE (herein "CUSTOMER").

Now therefore, the parties hereto agree the Agreement is amended as indicated below DELETE T-1 24 CHANNELS
AT MONTICELLO HIGH SCHOOL FROM THIS CONTRACT AND ADD TO LOCAL SERVICE

QTY	DESCRIPTION	INSTALLATION CHARGES	REMOVE	EXTENDED RATE REMV	S&E CODES
-1	REMOVE T-1	\$ -	125	\$ (125.00)	PBVHIFD(TN4)
-24	REMOVE CHANNELS		35	\$ (840.00)	FCETTVO(TN)
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	

TOTAL INSTALLATION CHARGES \$ -TOTAL EXTENDED MONTHLY RATE \$ (965.00)

*All Terms and Conditions agreed to on the Master Agreement are hereby agreed to and made a part
of this ADDENDUM.

CUSTOMER:

COUNTY OF ALBEMARLE

BY:

TITLE:

DATE:

E. Edward Koonce III
Director of Financial Management
3/30/99

COMPANY:

CENTRAL TELEPHONE COMPANY OF VIRGINIA

BY:

TITLE:

DATE:

James D. Ruby
OPERATIONS MANAGER
3/29/99

COPY

AGREEMENT NUMBER 97-2039R5
AGREEMENT TERM 118 months
ADDENDUM NUMBER

WITNESSETH:

Whereas, the parties wish to amend that certain Master Agreement* ("AGREEMENT") dated AUGUST 6, 1999
and between CENTRAL TELEPHONE COMPANY OF VIRGINIA (herein "COMPANY") and
COUNTY OF ALBEMARLE (herein "CUSTOMER").

Now therefore, the parties hereto agree the Agreement is amended as indicated below Add Albemarle High School and Transportation Dept, to the new ring Seven. And to remove them from ring Two

[illegible]

TOTAL INSTALLATION CHARGES \$ 1,200.00

TOTAL EXTENDED MONTHLY RATE \$ -

11 Terms and Conditions agreed to on the Master Agreement are hereby agreed to and made a part
12 this ADDENDUM.

CUSTOMER:

COUNTY OF ALBEMARLE

FILE: R. Edward Koonce III 8/11/99
DATE: Chief of Financial Management

COMPANY:

CENTRAL TELEPHONE COMPANY OF VIRGINIA

BY: [Signature]
TITLE: SE/S Manager
DATE: 8-17-97



STREET ADDENDUM

COPY

AGREEMENT NUMBER 97-2039R6

AGREEMENT TERM 118 months

ADDENDUM NUMBER 6

WITNESSETH:

Whereas, the parties wish to amend that certain Master Agreement* ("AGREEMENT") dated AUGUST 6, 1999
and between CENTRAL TELEPHONE COMPANY OF VIRGINIA (herein "COMPANY") and
COUNTY OF ALBEMARLE (herein "CUSTOMER").

And therefore, the parties hereto agree the Agreement is amended as indicated below Add Trophy Chase Apts to ring 2
is a new location.

QTY	DESCRIPTION	INSTALLATION CHARGES	CHANGE	EXTENDED RATE	S&E CODES
1	ADD TrophyChase Apts(POLICE	\$ 300.00	\$250.00	\$ 250.00	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	

TOTAL INSTALLATION CHARGES \$ 300.00

TOTAL EXTENDED MONTHLY RATE \$ 250.00

I Terms and Conditions agreed to on the Master Agreement are hereby agreed to and made a part
of this ADDENDUM.

CUSTOMER:

COUNTY OF ALBEMARLE

COMPANY:

CENTRAL TELEPHONE COMPANY OF VIRGINIA

LE: R. Edward Koonce III 8/11/99
TE: Chief of Financial Management

BY: [Signature]
TITLE: Sales Manager
DATE: 8-17-99

COPY



SALES AGREEMENT

INSTALLATION SITE ADDRESS:

Name COUNTY OF ALBEMARLE		
Street Address TROPHY CHASE APTS PEYTON DRIVE		
City CHARLOTTESVILLE	State VA	ZIP 22901
County ALBEMARLE	Telephone No. (804) 296-5814	
Site Contact FRED KRUGER	Telephone No. (804) 296-5814	
Installation Required Yes	Drop Ship No	

BILL TO:

Name COUNTY OF ALBEMARLE		
Street Address 401 MCINTIRE ROAD		
City CHARLOTTESVILLE	State VA	ZIP 22902
Building Contact Name FRED KRUGER	Telephone No. (804) 296-5814	
Tax Exempt No. # 546001102		
Customer P.O. No.		

This Agreement is made and entered into August 6, 1999 by and between Central Telephone of Virginia, 2211 Hydraulic Road, Charlottesville, VA, 22901 ("SPRINT") and COUNTY OF ALBEMARLE ("BUYER") located at TROPHY CHASE APTS PEYTON DRIVE, CHARLOTTESVILLE, VA 22901.

The Total Purchase Price of the contract is \$31,514.00. The Purchase Price does NOT include any sales, use, excise, property, or other taxes; any applicable taxes will be added to the Purchase Price when the final invoice is issued.

The contract price will be paid as follows:

PAYMENT TERMS	
Down Payment	\$0.00
Upon Delivery of Equipment	\$0.00
Upon Installation	\$0.00
Upon Customer Acceptance	\$31,514.00

BUYER acknowledges that they have read and understand the following agreements, and either have existing coverage/service or have elected to waive this coverage/service:

CENTURION SERVICES (BUYER Initials) RSK
 LONG DISTANCE SERVICES (BUYER Initials) RSK
 3RD PARTY FINANCING (BUYER Initials) RSK

In consideration for payment of the contract price, BUYER agrees to purchase the Equipment and/or Services listed on Attachment A hereto, in accordance with the Terms and Conditions and Scope of Work attached as Attachments B and C respectively. BUYER represents by signing and initialing that he/she has read and understands all the terms and conditions and has the authority to enter into this Agreement. This Agreement is not binding until signed by an authorized representative of SPRINT.

SELLER: SPRINT

By: [Signature]

(Signature)

By: Frank Y. Smiley

(Print or type name)

Title: Sales Manager Date: 8-17-99

Salesperson: A. Thomas Anderson

BUYER: COUNTY OF ALBEMARLE

By: [Signature]

(Signature)

By: REDWARD KOONCE

(Print or type name)

Title: Edward Koonce III Date: 8/11/99

Chief of Financial Management

ATTACHMENT A



- 2 -



COPY

SALES AGREEMENT TERMS AND CONDITIONS

ATTACHMENT B

1. EQUIPMENT - Sprint hereby provides and Buyer hereby purchases the Equipment, services and associated materials (hereinafter collectively referred to as "Equipment") listed on Attachment A ("Equipment Schedule") under the terms and conditions set forth herein. Buyer assumes the risk of loss and damage to the Equipment, or any part thereof, from the date of its delivery to the Buyer's premises set forth on the face of this Agreement.

2. PRICE AND PAYMENT TERMS - Buyer agrees to pay the total price according to the payment terms set out on the face hereof. All payments are due upon receipt of invoice and are subject to late payment charges of 1-1/2% per month, or the maximum amount permitted by law, whichever is greater, on the balance in arrears for more than thirty (30) days from the date of the invoice. Buyer shall pay all taxes, fees, postage and other charges and shall reimburse Sprint for such payments if made by Sprint. Telephone number listings, access lines or other services are not included in the price, unless specifically so stated, and are the responsibility of Buyer. In the event Buyer reschedules, gives notice of cancellation, returns equipment (other than as occasioned by defect or malfunction) or otherwise breaches this Agreement prior to the completion date, Buyer will pay Sprint as fixed, settled and liquidated damages, and not as a penalty, an amount equal to 25% of the Purchase Price, whichever is greater.

3. DELIVERY AND INSTALLATION OF EQUIPMENT

A. Sprint shall use commercially reasonable efforts to provide Buyer with timely delivery and installation. However, it is expressly understood between the parties hereto that all stated delivery and installation dates are for informational purposes only. Under no circumstances shall Sprint be liable for damages, consequential or otherwise, for delay in delivery or installation. In the event installation is to be performed by Sprint, upon completion of installation, Sprint (or Sprint's subcontractor, agent, or employee) will perform Sprint's standard testing procedures on the Equipment. Upon successful completion of such tests, Sprint will notify Buyer that the Equipment has been installed and is operating in accordance with applicable laws and performance requirements. The date of such notification will be the Acceptance Date. Sprint will not accept the return of Equipment following the Acceptance Date.

B. Buyer shall, at its expense, prior to the date of delivery of the Equipment to Buyer's premises, and at all times thereafter during the period of installation, unless otherwise noted on the face hereof, allow employees or agents of Sprint reasonable access to premises and facilities where the Equipment is located or is to be installed, at Buyer's regular business hours, to allow Sprint to fulfill its obligations with regard to the Equipment's installation or warranty.

C. Buyer shall, at its expense, prior to the date of delivery of the Equipment, and at all times thereafter during the period of installation, throughout the warranty or maintenance period:

- (1) Guarantee and warrant that the premises upon which the work is to be performed are: (a) free of obstructions (whether preexisting or caused), or other hazardous materials as defined by federal or state law; if such warranty or guarantee cannot be given prior to signing the agreement, Sprint shall have the following options in addition to any other legal or equitable remedies: (a) void this agreement, and return any down payment previously paid by Buyer; (b) decline to make any equipment installation or service or maintenance of existing equipment; or (c) unilaterally make an adjustment to the purchase price to reflect any increased costs of performance because of known or suspected obstructions on the premises;

- (2) Provide necessary clearings and data for cables and connectors in floors and walls, and four (4) more wires showing the location of such clearings and data. The four (4) more wires will show the location and type of Equipment to be installed.

D. It is understood that any change in Equipment type or location may change the quoted price. Such additional charges will be based on time and material costs incurred by Sprint.

E. Buyer will be responsible for and provide or arrange for adequate electrical service, circuits and power with suitable outlets at its own expense, suitable access enabling convenient equipment maintenance, heat, air conditioning, light, and security and other operating environmental requirements for the Equipment. The premises will be dry and free from dust and in such condition as to not be hazardous to the Equipment or the employees, agents, subcontractors or employees of Sprint.

F. Buyer acknowledges that foreign voltage and lightning effects on telephone equipment can be significant during certain storms. Accordingly, Buyer will be responsible for all ground wire connections to Buyer's premises.

G. Unless otherwise agreed, Buyer shall obtain any necessary permits, approvals, licenses, and permits for installation of the Equipment on the premises where the Equipment is to be installed, during all hours consistent with the requirements of installation. Buyer shall defend, indemnify and hold harmless Sprint, together with its officers, agents and employees, against all damages, claims, liabilities or expenses (including reasonable attorney's fees, court costs, and allocated in-house counsel legal expenses) arising out of or resulting in any way from Buyer's failure to obtain such permits, approvals, licenses, or the like.

4. LIMITED WARRANTY, DISCLAIMER AND REMEDIES

A. Unless otherwise noted in writing on the Equipment Schedule, all Equipment sold and installed under this Agreement is warranted against defects in design, material and workmanship under normal and proper use for a period of one (1) year from the Acceptance Date. The obligation of Sprint under the warranty is limited to the repair or replacement of Equipment found to be defective with respect to manufacturer's specifications under normal and proper use. THE WARRANTY CONTAINED HEREIN IS IN LIEU OF ANY OTHER WARRANTY OBLIGATION OR LIABILITY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Sprint shall provide warranty service at the Buyer's installed Equipment address set forth on the face hereof, including parts and labor required to service the Equipment. The warranty service does not include the replacement of parts lost, stolen or damaged by negligence, acts of God, or causes other than ordinary use, nor does it include additional fee, reimbursement, relocation or removal of the Equipment. Any maintenance or service performed by the Buyer or anyone not approved in writing by Sprint shall void this warranty to become null and void.

C. BUYER WILL BE SOLELY RESPONSIBLE FOR ENSURING THE COMPATIBILITY OF ANY EQUIPMENT NOT ACQUIRED FROM SPRINT WHICH IS ADDED TO, OR WHICH IS OTHERWISE USED IN CONNECTION WITH THE EQUIPMENT PROVIDED BY SPRINT. USE OF NON-COMPATIBLE EQUIPMENT WILL, AT THE OPTION OF SPRINT, VOID ANY REMAINING WARRANTY AS TO ANY ITEM OF SPRINT-PROVIDED EQUIPMENT WHICH IS AFFECTED BY THE NON-COMPATIBLE EQUIPMENT.

D. Sprint hereby disclaims any liability whatsoever for loss or damage to Buyer or any other entity resulting from the fraudulent or unauthorized use of the equipment purchased hereunder by parties known or unknown, including employees, agents or subcontractors of Buyer. Buyer hereby expressly assumes the risk of loss associated with such unauthorized use and acknowledges that it is Buyer's obligation to take all reasonable and necessary steps to protect against such loss. Buyer assumes such obligation whether or not Sprint has advised Buyer of the possibility of such loss, how such loss might occur or how to prevent against such loss.

5. INDEMNIFICATION - Each party shall indemnify and hold the other party, its officers, agents and employees, harmless from and against any claims or causes of action for personal injury or death to persons, or loss or damage to property (including but not limited to personal injury or property damage suffered by other Party's own employees or agents), which is the result, directly or indirectly, from the indemnifying party's negligence or intentional misconduct under this agreement.

6. FAILURE TO PERFORM - In the event that Buyer shall be in default under this Agreement, Sprint may continue, in addition to any other remedies available to Sprint in law or in equity, either of the following courses: (a) declare all unpaid sums immediately due and payable, and retain all sums theretofore paid as a credit against expenses incurred; or (b) terminate this Agreement, retain possession of the Equipment, and retain all sums theretofore paid as a credit against expenses incurred.

7. SECURITY INTEREST - Buyer hereby grants Sprint a purchase money security interest in the Equipment, together with all replacement parts, additions, repairs and accessories incorporated therein or attached thereto, and all proceeds thereof, until all charges set forth in this Agreement (including interest, if any) are paid in full. Buyer agrees to execute and deliver any documents reasonably requested by Sprint for the purpose of filing or recording, as may be necessary to perfect the security interest created by this Agreement. The parties agree that the Equipment shall remain personal property, not a part of the land or building, regardless of the manner of installation.

8. ASSIGNMENT - The rights and obligations of either party shall neither be assigned nor delegated without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. However, either party may assign its rights and obligations, in whole or in part, to any parent, subsidiary or affiliate provided it gives the other party advance written notice thereof and the assignee agrees in writing to be bound by and assume all obligations and liability under the terms of the Agreement.

9. WAIVER OF BREACH - No waiver, whether expressed or implied, by either of the parties hereto of any breach by the other party of any of the covenants, agreements, conditions or duties of the Agreement shall operate as a waiver of any subsequent breach of the same covenants, agreements, conditions or duties.

10. ENTIRE AGREEMENT - This Agreement supersedes all prior or contemporaneous promises and negotiations and constitutes the entire agreement between Sprint and Buyer with respect to the purchase of the Equipment. No representations or statements not expressed herein are binding upon Sprint. Any modification must be in writing and executed by an authorized representative of the party against whom enforcement is sought. Any provision of this Agreement which is in conflict with any applicable statute or regulation shall be deemed null and void only to the extent that it is contrary, and all other provisions of this Agreement shall remain in full force and effect.

11. GOVERNING LAW - This Agreement is deemed made and governed by the laws of the state of where the Equipment is located.

12. MISCELLANEOUS

A. **Purchase Order.** Any purchase order or form contained therein issued by Buyer shall be deemed to have been issued for its own purchase, procurement, and other related buying purposes only and shall not be deemed to be part of this Agreement.

B. **Force Majeure.** Sprint shall not be liable for any failure to perform any part of this Agreement due to factors, such as, but not limited to, natural disasters, strikes, epidemics or pandemics, acts of God, war, riots, civil or armed disturbances, sabotage, fire, flood, lightning or electronic storm, environmental hazard, or acts of God, inability to secure the Equipment or necessary auxiliary material or supplies, or, without limiting the foregoing, by any other cause, contingency, or circumstance within or without the United States not subject to its control which prevents or hinders Sprint's performance of this Agreement.

C. **Notices.** Any notice required or permitted to be given under any of the provisions of this Agreement or governing law shall be given in writing and either hand delivered or sent by first-class mail, postage prepaid, to the other party at its address on the face of this Agreement.

D. **Attorney's Fees.** In the event either party must pursue legal action to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs and disburse in-house counsel legal expenses, as well as any collection costs incurred.

E. **Credit Check.** Buyer consents to a search by Sprint of its credit history and financial stability with any credit or reporting agency or agency. In the event Sprint determines, in its sole discretion, that Buyer fails to meet Sprint credit guidelines, Sprint may require that adequate payment assurances be provided or may terminate the Agreement.

F. **Risk of Loss.** Risk of loss of the Equipment shall pass from Sprint to Buyer upon delivery to the installation site designated on page 1 hereof.

G. **Title.** Title to the Equipment shall pass from Sprint to Buyer upon Buyer's payment of the Total Equipment Purchase Price and any applicable taxes of such Equipment.

H. **Third Party Beneficiary.** This Agreement shall not be construed or interpreted to create any direct, indirect or third party rights or benefits whatsoever in favor of any person or entity of any kind between any persons or entities other than the Sprint and Buyer.

I. **Privity of Contract.** Buyer acknowledges that Sprint may retain a debt collection agency and other Sprint Equipment at Buyer's location to be used in enforcing services hereunder. All such property and Equipment shall remain the property of Sprint. Buyer is purchasing any such Equipment as described on Attachment A hereof. At the expiration or termination of this Agreement or any service stop hereunder, Sprint shall be entitled to enter Buyer's premises to remove all Sprint property.

13. LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER PROVISIONS OF THE AGREEMENT, IN NO EVENT SHALL SPRINT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH SERVICES OR EQUIPMENT PROVIDED OR TO BE PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. IN NO EVENT SHALL SPRINT BE LIABLE FOR DAMAGES, LOSS OR EXPENSES OF ANY NATURE WHATSOEVER THAT MAY RESULT FROM THE FRAUDULENT OR UNAUTHORIZED USE OF EQUIPMENT, SERVICES OR FACILITIES PURCHASED OR ACQUIRED HEREUNDER.



January 21, 2000

**Mr. Fred Kruger
Director of Information Services
County of Albemarle
401 McIntire Road
Charlottesville, Virginia**

Dear Fred,

Based on previous conversations regarding the connection of Ivy Creek – Prep to the existing Jack Jouett 10 Meg Lightlink, I have related to you verbally that I had checked with Contract Admin. and they agreed that this connection would be satisfactory since it was part of the same school grounds, and was within the system limitation as far as length of run. Since you are connecting to your router or server there would be no additional charge for this extension of the ckt.

Yours truly,

A handwritten signature in cursive script that reads "A.T. Anderson".

**A.T. Anderson
Business Service Manager**

DATE:

Attachment to Addendum 8

Addendum 8 allows any County of Albemarle School Division facility which is co-located on County of Albemarle School Division property containing a WAN site to connect to that WAN site's server and utilize the site's WAN/Internet access capabilities. These facilities may be classrooms, administrative departments, or support facilities. Support for these facilities would be the sole responsibility of the County of Albemarle School Division. Sprint will not provide any form of WAN/Internet maintenance or support for these. These facilities may not connect directly into any WAN site's Fibermux or any equipment similarly used by Sprint for WAN site connectivity into the WAN. Any facility not co-located on County of Albemarle School Division property may not be attached with out a circuit charge, normal installation, and one-time node charges as appropriate.

ATTACHMENT TO ADDENDUM 9

The purpose of this Addendum Number 9 for Agreement Number 97-2039 is to separate the WAN agreement into two separate agreements (one for the County of Albemarle General Government and one for the County of Albemarle School Division). Addendum 9 shows that 4 sites are to change to a new Agreement Number 00-2039 for the County of Albemarle General Government, which are all on Ring 2. All of the remaining 26 sites will be assigned to the County of Albemarle School Division, which are on Rings 3-7, retaining the old Agreement Number of 97-2039. Both Agreements will remain in force with all original terms and conditions and addenda as part of the old and new agreement, as of the signing date of Addendum 9.

The contact for all communications for the County of Albemarle School Division Agreement (97-2039) will be:

Director of School Technology
2761 Hydraulic Road
Charlottesville, VA. 22901

Fax: 804-975-9442
Phone: 804-975-9443

The contact for all communications for the County of Albemarle General Government Agreement (00-2039) will be:

Director of Information Services
401 McIntire Road
Charlottesville, VA. 22902

Fax: 804-972-4062
Phone: 804-296-5814

Locations and Ring numbers for Agreement 97-2039 County of Albemarle School Division

Ring 3
Meriweather-Lewis Elem
Virginia Murry Elem.
Crozet Elem.
Brownsville Elem.
Henley Middle
Western Albemarle HS

Ring 4
Resource Center/Murray HS
Greer Elem.
Jouett Middle
Building Services
Burley Middle
Red Hill Elem.

**Locations and Ring numbers for Agreement 97-2039 County of Albemarle School
Division Continued**

Ring 5

**Woodbrook Elem.
Sutherland Middle
Hollymead Elem.
Stoney Point Elem.
Broadus Wood Elem.
Agnor-Hurt Elem.**

Ring 6

**Stone-Robinson Elem.
Cale Elem.
Walton Middle
Yancey Elem.
Scottsville Elem.
Monticello HS**

Ring 7

**Albemarle HS
Transportation**

**Locations and Ring numbers for Agreement (00-2039) County of Albemarle
General Government**

Ring 2

**County Office Building
Courthouse Complex
Police/ Trophy Chase
Sheriff's Annex (No node)**



SPRINT ADDENDUM

AGREEMENT NUMBER 97-2039

AGREEMENT TERM 122 months **

ADDENDUM NUMBER 10

** As extended by Addendum Number 3 effective December 1, 1998

WITNESSETH:

Whereas, the parties wish to amend that certain Master Agreement* ("AGREEMENT") date March 27, 1995
 y and between CENTRAL TELEPHONE COMPANY OF VIRGINIA (herein "COMPANY") and
 ounty of Albemarle (herein "CUSTOMER").

Now therefore, the parties hereto agree the Agreement is amended as indicated below:

QTY	DESCRIPTION	INSTALLATION CHARGES	MONTHLY RATE	EXTENDED RATE	S&E CODES
1	Addition of CATEC to Fiber Ring Network	\$ 300.00	\$250.00	\$ 250.00	PBVDXDNAC
				\$ -	
	Installation Charges include:			\$ -	
	\$300.00 normal installation charge.			\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	

TOTAL INSTALLATION CHARGES \$300

TOTAL EXTENDED MONTHLY RATE \$250.00

*All Terms and Conditions agreed to on the Master Agreement are hereby agreed to and made a part of this ADDENDUM. The original agreement Number 97-2039 dated March 27, 1995 and extended by addendum Number 3 dated December 1, 1998 was broken into 2 agreements, Number 00-2039 for the County of Albemarle General Government and 97-2039 for the County of Albemarle School Division.

CUSTOMER:

County of Albemarle

BY: Michael A. Bracken
 TITLE: DIRECTOR OF FINANCE
 DATE: 6/14/01

COMPANY:

CENTRAL TELEPHONE COMPANY OF VIRGINIA

BY: B. Barry Rendleton
 TITLE: General Manager - Sales
 DATE: 6/13/01



Mark Roberson
Enterprise Account Manager (K-12)

2211 Hydraulic Road, P.O. Box 6788
Charlottesville, Virginia 22901
Toll Free: (800) 552-1719 x2710
Phone: (434) 971-2710
Fax: (434) 971-2705
Email: mark.roberson@mail.sprint.com

May 27, 2003

Mr. Bruce Benson
Director of Technology
Albemarle County Public Schools
2761 Hydraulic Road
Charlottesville, Virginia 22901

Dear Mr. Benson,

Please use this letter, as confirmation that contract #97-2039 between Sprint and the Albemarle County Public Schools does not have an Addendum #11. It was inadvertently left out of the sequence of Addenda to the said contract.

If you have any additional questions, please give me a call at 434-971-2710.

Sincerely,

A handwritten signature in black ink that reads "Mark Roberson".

Mark Roberson

Sprint
Enterprise Account Manager (K-12 Education)

05/19/03 14:29 FAX 824 1533

09/19/02 16:38 FAX 434 971 3034

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FAX:8049759442

PAGE 2



CONTRACT ADDENDUM

ORIGINAL AGREEMENT # 91-2038

ORIGINAL AGREEMENT TERM 127

ADDENDUM # 12

Addendum Term: Contemporaneous with Original Contract? ☐ No ☒ Yes
No Months Remaining on Orig. Contract

WITNESSETH:

Whereas, the parties wish to amend that certain Master Agreement ("AGREEMENT") dated 08/27/2000 by and between Central Telephone of Virginia (herein "Sprint") and Albemarle County High School (herein "CUSTOMER"),
Now therefore, the parties hereby agree the Agreement is amended as indicated below:

Quantity	Description	Non-Recurring Charges	Monthly Recurring Rate	Extended Rate
1	PEYDON (AD) 10MB	\$300.00	\$200.00	\$200.00
1	PEYDON (AE)	\$300.00	\$175.00	\$175.00
1	PEYDON (AD)	\$300.00	\$200.00	\$200.00
1	PEYDON (AD)	\$300.00	\$175.00	\$175.00
1	Special NRC for 10mb Network Electronics	\$10797.48	\$0.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

TOTAL NON-RECURRING CHARGES: \$11077.48
TOTAL EXTENDED MONTHLY RATE: \$750.00

*All Terms and Conditions agreed to on the Master Agreement are hereby agreed to and made a part of this ADDENDUM.

COMPANY:
Central Telephone of Virginia

CUSTOMER:
CO of Albemarle

By: Mike FrantzBy: R. Edward Monroe IIIPrinted: E. Marty Leavengood by Mike FrantzPrinted: R. Edward Monroe IIITitle: Director / SalesTitle: Chief of Financial ManagementDate: 8/29/02Date: 8/29/02

05/18/03 14:28 FAX 824 1533
08/13/02 15:55 FAX 832 971 3034

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PAGE 3



CONTRACT ADDENDUM

ORIGINAL AGREEMENT # 97-028

ORIGINAL AGREEMENT TERM 122

ADDENDUM # 13

Addendum Term: Contemporaneous with Original Contract? ☐ No ☒ Yes
30 Months Remaining on Orig. Contract

WITNESSETH:

Whereas, the parties wish to amend that certain Master Agreement ("AGREEMENT") dated 03/27/1996 by and between Central Telephone of Virginia (herein "Sprint") and Baker-Baker Elementary School (herein "CUSTOMER"),
Now therefore, the parties hereby agree the Agreement is amended as indicated below:

Quantity	Description	Non-Recurring Charges	Monthly Recurring Rate	Extended Rate
1	REVISION (R01) 10mb Ethernet 1st Termination, No upfront NRC for Network Electronics	\$600.00	\$775.00	\$775.00
1	Special NRC for Site Setup 10mb	\$600.00	\$0.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

TOTAL NON-RECURRING CHARGES: \$600.00
TOTAL EXTENDED MONTHLY RATE: \$775.00

*All Terms and Conditions agreed to on the Master Agreement are hereby agreed to and made a part of this ADDENDUM.

COMPANY:

Central Telephone of Virginia

By:

Print: E. Marty Leavengood by Mike Frontz

Title:

Date:

Director Sales

8/21/02

CUSTOMER:

CO of Albemarle

By:

Print:

Title:

Date:

R. Edward Keonce III

Chief of Financial Management

8/29/02

X ←
X ←
X ←
X ←



CONTRACT ADDENDUM

ORIGINAL AGREEMENT # 97-2039ORIGINAL AGREEMENT TERM 127ADDENDUM # 14Addendum Term: Coterminous with Original Contract? ☐ No ☒ Yes
70 Months Remaining on Orig. Contract

WITNESSETH:

Whereas, the parties wish to amend that certain Master Agreement ("AGREEMENT") dated 03/27/1995 by and between Central Telephone of Virginia (herein "Sprint") and COUNTY OF ALBEMARLE (herein "CUSTOMER"). School Board
Now therefore, the parties hereto agree the Agreement is amended as indicated below:

Quantity	Description	Non-Recurring Charges	Monthly Recurring Rate	Extended Rate
1	Upgrade of Existing Service to 28 school locations - See attachment (A) for full description of upgrade and locations	\$1135015.00	\$12460.00	\$12,460.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

TOTAL NON-RECURRING CHARGES: \$1135015.00
TOTAL EXTENDED MONTHLY RATE: \$12460.00

*All Terms and Conditions agreed to on the Master Agreement are hereby agreed to and made a part of this ADDENDUM.

COMPANY:
Central Telephone of Virginia

By: DP/12 forPrinted: G. Barry Pendleton by Mike FrontzTitle: General Sales Mgr.Date: 2/5/03

CUSTOMER:

COUNTY OF ALBEMARLE School Board

By: R. Edward Koonce IIIPrinted: R. Edward Koonce IIITitle: Chief of Financial ManagementDate: 2/05/2003



Attachment (A)

CONTRACT ADDENDUM

ORIGINAL AGREEMENT # 97-2039ORIGINAL AGREEMENT TERM (127)ADDENDUM # 14Addendum Term: Cotermious with Original Contract? (Yes)(70) Months Remaining on Orig. Contract

- Sprint will provide 100mbps service over Gigabit Ethernet rings.
- Each ring will consist of 2-7 locations utilizing the existing fiber plant.
- A one-time charge may be associated with adding or reconfiguring rings.
- The Sprint central office switch will contain redundant AC power, redundant supervisor modules and redundant Gigabit Ethernet modules.
- Each site on each ring, with the exception of the School Technology Data Center, will use a Cisco 2950-12 or equivalent switch capable of providing the contracted number of customer access ports. Each switch will be connected to two Gigabit fiber connections to form a ring back to the central office switch.
- A single 100mbps Ethernet port will be enabled at each site with the exception of the School Technology Data Center (*see below).
- Upgrade path would begin with incrementally opening 100mbps ports to add bandwidth at each site for an incremental monthly fee.
- Eventual upgrade path would involve replacing the 2950 switch with a 3550-12T switch or equivalent switch capable of providing the contracted number of customer access ports at a price to be determined later. (The GBIC modules would not need to be replaced)
- The School Technology Data Center will be serviced via a Cisco 3550-12T or equivalent switch capable of providing the contracted number of customer access ports.
- *A single 1000mbps Ethernet port will be available at the School Technology Data Center.
- Spanning Tree Protocol will be utilized on the Gigabit Ethernet layer to provide redundancy on each ring.
- Spanning Tree Protocol will be enabled on the furthest Gigabit Ethernet fiber segment from the central office on each ring.
- Sprint will pass VLAN information via VLAN trunking at the Sprint central office.
- The Albemarle County School System and the County of Albemarle Government will share the same VLAN identifier isolating both entities from all other Sprint customers connected to the common equipment.
- The Albemarle County School System will be able to segment traffic utilizing their own layer 3 switching or routing devices not included in this service.
- Sprint will provide two ToS (Type of Service) queues, one high priority (voice and video), and one low priority (all other data) to address congestion on heavy traffic links. Sprint will pass all traffic marked by the customer with the appropriate ToS bit to its corresponding queue.

Comprehensive Managed Network Service
Scope of Work

Sprint provides Comprehensive Managed Network Services as defined in the following paragraphs.

Monitoring Services: Monitoring Services ensures the overall integrity of customer's network by collecting status information to verify that devices are communicating with other devices in the network. Sprint's service center operates a Simple Network Management Protocol ("SNMP") based management system that provides real-time operations status of equipment and associated communication links. This management system is used for initial screening of all customer troubles. Failures will initiate the appropriate trouble isolation and repair processes. Sprint's service center will proactively notify the customer within fifteen (15) minutes of such an event. Customer contact procedures will be established during MNS implementation and will be included in Sprint's individual site records for managed devices.



Attachment (A)

CONTRACT ADDENDUM

ORIGINAL AGREEMENT # 97-2039ORIGINAL AGREEMENT TERM (127)ADDENDUM # 14Addendum Term: Cotermious with Original Contract? (Yes)
(70) Months Remaining on Orig. Contract

Performance Reports: Monitoring Services includes a monthly summary of trouble tickets created as a result of the monitoring process. The report lists the date and time that the alarm was reported via SNMP, the time in which Sprint executed its responsibilities associated with contacting the customer and/or its designated agent, and final disposition of the problem. Trouble tickets created by Sprint as part of this service are not cleared until the alarm condition has returned to normal and a trouble disposition is entered. The Performance Reports provide service measurements against the following benchmarks.

- Ninety percent (90%) of service affecting alarms referred to the customer within fifteen (15) minutes of the event.
- Trouble isolation status is included in the initial notification.
- Average referral time: Fifteen (15) minutes or less

Performance Reports are delivered to the customer monthly via hard or soft copy media. Month-to-date performance statistics are available by request.

Configuration Management Services: Sprint will coordinate with the customer's technical staff to obtain information needed to properly configure the Customer Premises Equipment such as routing protocols, applications, traffic, connectivity requirements, and interfaces to be supported. Sprint will assign an engineer from its Advanced Network Services (ANS) organization to become familiar with the customer's network, including routing protocols, routing parameters and interconnection schemes. During MNS implementation, Sprint may recommend and implement configuration changes for individual devices to establish consistent standards that will be maintained as part of the life cycle maintenance and administration process. Sprint will provide configuration changes to support tuning, optimization, normal growth and upgrades to the network. Change requests should be submitted in writing at least seven (7) calendar days before the due date. Emergency change requests will be handled on a case-by-case basis. Sprint's work ticket will serve as the official record of change requests if not initiated in writing by the customer. Network wide configuration changes or changes associated with the addition of network devices not provided to the customer by Sprint are not included as part of the Configuration Management Service. Examples of network wide configuration changes include, but are not limited to, the addition of a LAN protocol to the network, network wide addressing changes, or changes of routing protocol types. Such network wide configuration changes may be performed on a time and materials basis or in accordance with a separate contract for services, following a mutually agreed to Specification and Scope of Work.



Attachment (A)

CONTRACT ADDENDUM

ORIGINAL AGREEMENT # 97-2039
ORIGINAL AGREEMENT TERM (127)
ADDENDUM # 14

Addendum Term: Coterminous with Original Contract?
(Yes)

(70) Months Remaining on Orig. Contract

Software Management Services: Sprint will track, test and maintain copies of software releases provided by the manufacturer of devices and will upgrade the devices to the new software revision levels. The customer is responsible for payment of any software licensing fees and purchase of any pre-requisite hardware required by the manufacturer before the upgrade will be performed. Software upgrades may be requested in writing by the customer or may be recommended by Sprint to keep the customer's software at vendor supported version levels. All required bug fixes to address known problems are provided. With respect to Software Management Services, Sprint shall be responsible for:

- Installing software that has been tested and approved by Sprint.
- Providing any software corrections as they are made available by the hardware manufacturer; and
- Implementing one new software release per year if available from the manufacturer.

In cases where two or more software releases per year are available from the manufacturer, Sprint will implement additional releases at the customer's request on a time and materials basis or in accordance with a separate contract for services based on a Sprint proposal.

Enhanced Technical Assistance Center Services: MNS includes seven (7) day, twenty-four (24) hour access to Sprint's operations center. In addition, a named engineer will be assigned to the account to consult with the customer on network upgrades, network optimization, implementation of bug fixes, and related technical issues. The engineer will routinely perform a review of network error logs to address potential problems or assist with problem isolation when required.

Performance and Fault Reports: The customer will be provided Performance and Fault reports to assess the overall operational performance of the network. The reports are available by logging into a server managed by Sprint through a web-based interface. The following standard reports are available:

- Traffic Statistics for Wide Area Network (WAN) interfaces.
- Device memory utilization.
- Device CPU utilization.

The statistical data is presented in graphical format and is available on a daily, weekly, monthly, and annual basis. In addition to the standard reports defined above, other reports may be produced depending on the type and manufacturer of the device and the corresponding availability of SNMP Management Information Base (MIB) variables. Sprint will recommend and provide up to two additional reports to further reflect the overall performance of critical, core devices in the customer's network. The selection of these report types will be determined during the MNS implementation phase. Sprint typically provides reports reflecting the operational performance of network links such as a count of CRC errors. However, if this type of data is already available from the customer's management station or network services provider, Sprint may recommend and provide an alternative report type. Standard reports will be provided by the MNS implementation date. Additional reports will be added to the web-based interface within 60 days of MNS implementation.



Attachment (A)

CONTRACT ADDENDUM

ORIGINAL AGREEMENT # 97-2039
ORIGINAL AGREEMENT TERM (127)
ADDENDUM # 14
Addendum Term: Coterminous with Original Contract?
(Yes)
(70) Months Remaining on Orig. Contract

Trouble Ticket Handling: A trouble ticket number from Sprint's automated trouble reporting system will be provided to the customer's help desk reporting such trouble. For each trouble, Sprint will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Customer representatives will be informed of the status of service restoration actions. A trouble ticket will not be closed by Sprint until the customer is satisfied that the problem has been corrected.

Responsibilities: The following responsibilities are prerequisite to MNS implementation.

- Sprint will control the passwords and community strings for all managed Customer Premises Equipment. Community strings enable users to read and/or write using a Simple Network Management Protocol ("SNMP"). The customer will be granted "view only" access to the Customer Premises Equipment or other access arrangements as specifically defined by methods of engagement documentation that will be developed during MNS implementation.
- This Scope of Work does not include activities related to the connection of end station equipment (printers, personal computers, etc.) to local area network (LAN) devices, namely hubs or switches, managed by Sprint.

The school locations for this upgrade are as follows:

ELEMENTARY SCHOOLS

- 1) Agnor-Hurt Elementary, 3201 Berkmar Dr., Charlottesville, VA 22901, 434-973-5211
- 2) Baker-Butler Elementary, 2740 Proffit Road, Charlottesville, VA 22911, 434-974-7777
- 3) Broadus Wood Elementary, 185 Buck Mountain Rd., Earlysville, VA 22936, 434-973-3865
- 4) Brownsville Elementary, 5870 Rockfish Gap Turnpike, Crozet, VA 22932, 434-823-4658
- 5) Paul H. Cale Elementary, 1757 Avon Street Extended, Charlottesville, VA 22902, 434-293-7455
- 6) Crozet Elementary, 1407 Crozet Avenue, Crozet, VA 22932, 434-823-4800
- 7) Greer Elementary, 190 Lambs Road, Charlottesville, VA 22901, 434-973-8371
- 8) Hollymead Elementary, 2775 Powell Creek Drive, Charlottesville, VA 22911, 434-973-8301
- 9) Meriwether-Lewis Elementary, 1610 Owensville Road, Charlottesville, VA 22901, 434-293-9304
- 10) Virginia L. Murray Elementary, 3251 Morgantown Road, Charlottesville, VA 22903 434-977-4599
- 11) Red Hill Elementary, 3901 Red Hill School Road, North Garden, VA 22959, 434-293-5332
- 12) Scottsville Elementary, 7868 Scottsville Rd, Scottsville, VA 24590, 434-286-2441
- 13) Stone-Robinson Elementary, 958 North Milton Road, Charlottesville, VA 22911, 434-296-3754
- 14) Stony Point Elementary, 3893 Stony Point Road, Keswick VA 22947, 434-973-6405
- 15) Woodbrook Elementary, 100 Woodbrook Drive, Charlottesville, VA 22901, 434-973-6600
- 16) B. F. Yancey Elementary, 7625 Porters Road, Esmont, VA 22937, 434-286-3768



Attachment (A)

CONTRACT ADDENDUM

ORIGINAL AGREEMENT # 97-2039ORIGINAL AGREEMENT TERM (127)ADDENDUM # 14

Addendum Term: Coterminous with Original Contract?

(Yes)

(70) Months Remaining on Orig. Contract

MIDDLE SCHOOLS

- 7) Jackson P. Burley Middle School, 901 Rose Hill Dr., Charlottesville, VA 22903, 434-295-5101
- 8) J. T. Henley Middle School, 5880 Rockfish Gap Turnpike, Crozet, VA 22932, 434-823-4393
- 9) Jack Jouett Middle School, 210 Lambs Lane, Charlottesville, VA 22901, 434-975-9320
- 0) Mortimer Y. Sutherland Middle School, 2801 Powell Creek Drive, Charlottesville, VA 22911, 434-975-0599
- 1) Walton Middle School, 4217 Red Hill Road, Charlottesville, VA 22903, 434-977-5615

HIGH SCHOOLS

- 2) Albemarle High School, 2775 Hydraulic Road, Charlottesville, VA 22901, 434-975-9300
- 3) Monticello High School, 1400 Independence Way, Charlottesville, VA 22902, 434-244-3100
- 4) Murray High School, 1200 Forest Street, Charlottesville, VA 22903, 434-296-3090
- 5) Western Albemarle High School, 5941 Rockfish Gap Turnpike, Crozet, VA 22932, 434-823-8700
- 6) CATEC, 1000 East Rio Road, Charlottesville, VA 22901, 434-973-4461

SCHOOL ADMINISTRATION

- 7) Department of Transportation, 110 Lambs Road, Charlottesville, VA 22901, 434-973-5716
- 8) Building Services/School Technology, 2751 Hydraulic Road, Charlottesville, Va 22901, 434-975-9340, 434-975-9443

Sprint may begin work for this upgrade prior to July 1, 2003, but the revised billing for recurring and non-recurring charges related to the upgrade will not occur until after July 1, 2003.

This Contract Addendum is subject to annual funding by the Board of Supervisors of the County of Albemarle, Virginia, for services and work specified hereunder. In the event the Board of Supervisors fails to appropriate funds necessary to perform the services and work specified in this Contract Addendum and other contract documents, this Contract Addendum shall be deemed cancelled, with no penalty to the County, and of no effect, provided notice of such cancellation is given to the Contractor within thirty (30) days of the Board of Supervisors final approval of the annual County budget. In the event that this Contract Addendum is cancelled for the reasons set forth in this paragraph, the Contractor will be reimbursed for the value of all work performed or services rendered as of the date of cancellation in accordance with the General Conditions.